



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL
PROPERTY)**

Case Reference : **HAV/24UG/MNR/2024/0644**

Property : **The Annex
Taplins Farm
Church Lane
Hartley Wintney
Hampshire
RG27 8EF**

Applicant Tenant : **Mr R Linsell**

Representative : **None**

Respondent Landlord : **B & C Willis**

Representative : **Neale Turk LLP**

Type of Application : **Determination of a Market Rent sections
13 & 14 of the Housing Act 1988**

Tribunal Members : **Mr I R Perry FRICS
Mr M J F Donaldson FRICS**

Date of Inspection : **3rd February 2025**

Date of Decision : **3rd February 2025**

DECISION

Summary of Decision

1. On 3rd February 2025 the Tribunal determined a market rent of £835 per month to take effect from 14th December 2024.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 2nd October 2024 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,250 per month, in place of the existing rent of £750 per month, to take effect from 10th December 2024.
4. On 27th November 2024 the Tenant referred the matter to the First-tier Property Tribunal. Within the Application the Tenant states that the tenancy first began on 14th November 2006.
5. The Tribunal issued Directions on 2nd January 2025 which included a requirement on the Landlord to clarify the effective date of the s13 Notice and the date of rent payments.
6. In their submission the Landlord's Agent states that when the property was first let some 19 years ago there was no written tenancy agreement. Whilst their client believes from memory that the first rent date was 10th December 2006, they have no evidence that the first date was not the 14th November 2006, the date given by the Tenant, and they would be content for any new rent to apply from 14th December 2024.
7. In the absence of any tenancy agreement or other recorded evidence of the start date of the tenancy the Tribunal decided to take the date given by the Tenant so that any new rent would apply from 14th December 2024. In correspondence the Landlords' Agent had accepted this date.
8. The parties were invited to make submissions which could include photographs or videos and the Tribunal indicated that unless either party objected the Tribunal would determine the matter without a hearing.
9. Both parties submitted papers including a rent appeal statement which were copied to the other party.
10. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 3rd February 2025 based on the written representations received.
11. These reasons address **in summary form** the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific

issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-
 - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
 - (b) which begins at the beginning of the new period specified in the notice;
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded-
 - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
 - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
 - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates, or the following conditions are satisfied, namely-
 - (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
 - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

- (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

The Property

- 12. The Tribunal inspected the property on 3rd February 2025 and found it to comprise a ground floor annexe being part of the main building known as Taplins Farm.
- 13. The property has its own entrance door giving access to a Hall, Inner Hall, Living Room, Kitchen, Bedroom and Shower Room.
- 14. Outside there is unallocated parking within the yard of the main farmhouse. There is no other outside space.
- 15. Heras fencing has been erected by the Landlord to prevent the Tenant from accessing other land around the farmhouse
- 16. The farm is situated about 1 mile south of Hartley Wintney, a popular village which is situated between Basingstoke and Camberley.

Submissions

- 17. The Tenant states that the original tenancy began on 14th November 2006 at a rent of £750 per month. This remains the rent prior to this decision.
- 18. There is central heating which is part of the system to the main farmhouse. There is no double glazing. Curtains are provided by the Tenant. The Landlord's state that they provide white goods, whilst the Tenant says that the Landlord's only provide a cooker.
- 19. The Tenant lists a number of repairs he has carried out over recent years and states that the kitchen and WC fittings are more than 30 years old, that there is water ingress to the Bedroom and damp in the Hall.

Consideration and Valuation

- 20. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted and inspection only with no oral hearing. Having read and considered the papers it decided that it could do so.
- 21. The Tribunal found the property to be in poor condition both internally and externally, as can be seen from the photographs supplied.

22. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy as seen at the date of the inspection. The personal circumstances of the Parties are not relevant to this issue, nor are issues relating to historic repairs. Such a letting would be for a property in good and tenable condition with carpets, curtains and white goods supplied by the Landlord
23. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in the Basingstoke, Camberley and Aldershot areas, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,600 per month. This takes into account the Landlord's provision of services and a discount to reflect the lack of control over heating, and lack of separation from the main building.
24. However, the property is not in a condition that would readily command such a rent and a number of reductions in the rent need to be made.
25. Using its experience the Tribunal decided that the following adjustments should be made:

Poor external repair	£120
Tenant's provision of internal soft furnishings	£75
Tenant's provision of white goods	£30
Poor internal condition	£150
Dated kitchen	£120
Lack of double glazing	£100
Dated bathroom	£120
No outside space	£50
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TOTAL	£765

26. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Determination

27. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £835 per month.
28. The Tribunal directed that the new rent of £835 per month should take effect from 14th December 2024, this being the date specified in the notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier

Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.